

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

AMERICAN PARTNER GROUP, S.A.,	§	
	§	
Plaintiff,	§	
VS.	§	CIVIL ACTION NO. 4:15-CV-1440
	§	
T-REX ENGINEERING AND	§	
CONSTRUCTION, LC,	§	
	§	
Defendant.	§	

FINAL JUDGMENT

On this day came to be heard the above styled and numbered cause and American Partner Group, S.A.'s ("American Partner") motion to confirm arbitration award [Dkt. No. 1] and the defendant's, T-Rex Engineering and Construction, LC, (T-Rex"), motion to vacate the arbitration award [Dkt. No. 8], and the applicable law. This Court finds that the motion to confirm should be granted, and a Final Judgment entered in accordance with the arbitration award. In this respect, the Court adopts the findings of fact and conclusions of law reached by the Arbitrator.

The Court further finds that:

1. On February 5, 2013, American Partner and T-Rex entered into a Consulting Agreement containing an arbitration clause designating Houston, Texas as the place for arbitration;
2. By its Demand for Arbitration, dated July 29, 2014 American Partner initiated an arbitration against T-Rex styled: Case No. 01-14-0001-0759; *In the matter of the Arbitration between American Partner Group, S.A. and T-Rex Engineering & Construction, LC*; administered by the International Dispute Resolution Centre of the American Arbitration Association;
3. T-Rex appeared and fully participated in the Arbitration;

4. The Arbitration was held in Houston, Texas, and on May 20, 2015 the Final Award was entered (the “Final Award”);
5. This Court has jurisdiction pursuant to 9 U.S.C. § 203 and 9 U.S.C. § 302 and 28 U.S.C. § 1332;
6. American Partner has satisfied the requirements for confirmation of an international commercial arbitration award under the Federal Arbitration Act (the “FAA”), including Chapters 2 and 3 of the FAA, and no grounds exist for the refusal to recognize or enforce the Final Award; and,
7. T-Rex’s claims that the Arbitrator exceeded his power by going beyond the language of the Arbitration clause at issue and by issuing an Award that contemplates a potential violation of law are simply quibble. His decision does not rest on the statement. [See “J” Determination of the Issues at para. 29]. The statement is simply a reflection of the status of the evidence and record.

ACCORDINGLY, it is ORDERED, ADJUDGED, AND DECREED that:

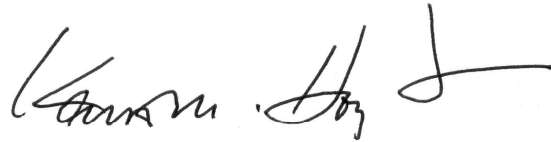
1. The Final Award is confirmed;
2. T-Rex shall take nothing by its claims against American Partner;
3. American Partner shall have and recover from T-Rex, as follows:
 - a. Actual damages of \$1,670,046.56 with pre-judgment interest accruing at the rate of 5% per annum from May 14, 2014 to May 20, 2015;
 - b. Attorneys’ fees and expenses in the amount of \$530,987.62;
 - c. Arbitration fees and costs in the amount of \$60,861.08;
 - d. Additional attorney’s fees in the amount of \$30,000.00 for the filing of this Motion to Confirm; and
 - e. Additional attorney’s fees in the amount of \$50,000.00, only in the event T-Rex unsuccessfully appeals this Judgment;
4. Post-Final Award interest shall accrue on any unpaid amount awarded in this Judgment at the rate from 5% per annum, compounded annually, from May 21, 2015, until this Judgment is paid;
5. This Judgment disposes of all claims and all parties, and is appealable; and

6. All relief requested by any party and not expressly granted herein is denied.

IT IS FURTHER ORDERED that all writs and processes for the enforcement and collection of this Final Judgment or the costs of court may issue as necessary.

This is a FINAL JUDGMENT.

SIGNED on this 12th day of June, 2015.

A handwritten signature in black ink, appearing to read "Kenneth M. Hoyt", written over a horizontal line.

Kenneth M. Hoyt
United States District Judge